

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered into as of this 31<sup>st</sup> day of August, 2000, records the understanding between the City of Santa Fe, Sangre de Cristo Water Division and the Santa Fe County Utilities Department regarding the provision of water service to customers within the La Mirada Subdivision. The Memorandum of Understanding also contains provisions that govern the operation and maintenance of the La Mirada water system by the Sangre de Cristo Water Division. The La Mirada water system includes the two connections to the County 12-inch transmission main, water mains, fire hydrants, valves, fittings, other appurtenances, including service-line main taps, service-lines from tap to meter, meters and meter boxes. The La Mirada water system does not include the 12-inch transmission main, adjacent to the La Mirada development, that is owned and operated by the Santa Fe County Utilities Department.

WHEREAS, the City of Santa Fe approved a Utility Service Area Boundary Extension for water service on December 9, 1998 which entitles the owner/developer of La Mirada and its customers to all the rights and privileges of full water service by the City of Santa Fe; and

WHEREAS, the La Mirada subdivision water system connects to Santa Fe County water system in two locations, which are downstream from the County's master water meter on the County's 12-inch transmission main; and

WHEREAS, La Mirada and the Santa Fe County Utilities Department have entered into a separate Memorandum of Understanding prohibiting the use of the two connections on the County system until such time as there is an agreement for the administration, ownership and operation of the La Mirada water system in place between the City of Santa Fe, through its water utility, the Sangre de Cristo Water Division and the County, through the Santa Fe County Utilities Department; and

WHEREAS, the Sangre de Cristo Water Division and the Santa Fe County Utilities Department seek to cooperate on the operation and administration of their respective water systems within the region.

THEREFORE, IT IS AGREED between the parties:

1. The Sangre de Cristo Water Division shall be the owner and operator of the La Mirada water system, consistent with the City Council action on December 9, 1998. The La Mirada water system shall not be accepted by Sangre de Cristo Water Division until such time as the Owner/Developer has met all requirements in the SDCW water service agreement and conditions imposed by the City Council for water service. Ownership, operation and maintenance of the La Mirada water system, as referenced above, shall include administrative provisions for obtaining and providing water service to the customer, including meter sets, meter reading and customer billing.
2. Records of each customers' meter use within the La Mirada subdivision shall be maintained by the Sangre de Cristo Water Division on a monthly basis and such use will be subtracted from the master meter which delivers water into the County system. Such use will also be accounted for and subtracted from the total water delivery amount to the County, under the City of Santa Fe and Santa Fe County wheeling agreement. Monthly metered use may be adjusted based on estimated fire hydrant flows and other non-metered uses.
3. The Santa Fe County Utilities Department gives its express written consent under this Memorandum of Understanding to allow the two connections from the La Mirada water system to the Santa Fe County water system. The Santa Fe County Utilities Department also agrees that if any repairs are required on the County water system that would affect water delivery to the La Mirada subdivision, that the Santa Fe County Utilities Department shall be required to provide a minimum of 48 hours advanced notice for planned repairs, or immediate notification in the event of emergency repairs to the Sangre de Cristo Water Division. The Sangre de Cristo Water Division also agrees to the same notification requirements in the event that planned or emergency repairs on the La Mirada system would affect operation of County's water delivery system.
4. In execution of this Memorandum of Understanding, neither the Sangre de Cristo Water Division, nor the Santa Fe County Utilities Department shall waive their rights to negotiate ownership and operation of the La Mirada water system as part of a longer-term regional plan for water service. Any change in ownership of the La Mirada system which affects the provision of service to the La Mirada subdivision must be approved by both the City of Santa Fe City Council and the Santa Fe County Commission.

SANGRE DE CRISTO WATER DIVISION

Bill Landin

Bill Landin, Director

8/31/00

Date

SANTA FE COUNTY UTILITIES DEPARTMENT

Estevan Lopez

Estevan Lopez, Director

8/31/00

Date

State of New Mexico}

S.S.

County of Santa Fe }

On this 31<sup>st</sup> day of August, 2000, before me personally appeared Bill Landin  
and Estevan Lopez, personally known to me to be the persons whose names are  
subscribed to this instrument, and acknowledged that they executed the same.

Lesley D. C De Baca

Signature

Lesley D. C De Baca

Notary Public

My commission expires: 03-26-03

Seal

